

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

- against -

GENERAL WIRELESS OPERATIONS INC. D/B/A  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.

Docket No: \_\_\_\_\_.

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1441 and 1446, the Defendant General Wireless Operations Inc. d/b/a RadioShack (“General Wireless”) hereby removes the matter entitled National Distribution Warehouse Inc. v. General Wireless Operations Inc. d/b/a RadioShack, Standard General L.P., and Robert Lavan, Supreme Court of the State of New York, County of Kings, Index No. 2017-502397 to the United States District Court for the Eastern District of New York. In support of removal, General Wireless states as follows:

1. This action was commenced on or about February 6, 2017. The Plaintiff National Distribution Warehouse Inc. (“National”) seeks recovery from General Wireless and the Co-Defendants Standard General L.P. and Robert Lavan, alleging that it was damaged as a result of breach of contract by Wireless, and alleged fraudulent conduct and other claimed misconduct of the Defendants. A true and accurate copy of the Complaint, together with all other filings and orders in this case to date is attached as Exhibit A.

2. As alleged in the Complaint, the Plaintiff National is alleged to be a New York corporation having its principal place of business in Kings County New York, and as such is a citizen of New York. General Wireless is a Delaware corporation having a principal place of

business located at 300 RadioShack Circle, Fort Worth, Texas, 76102 and as such is a citizen of Texas and Delaware. The Defendant Lavan (the Chief Financial Officer (or “CFO”) of General Wireless) is alleged to be a citizen of New York but is in fact a resident of Fort Worth, Texas and is, in fact, a citizen of Texas.

3. The Defendant Standard is alleged to be a citizen of New York. Standard has, however, been joined by National in an improper effort to destroy diversity. Standard has no connection to the case and is not a necessary party to the case. There is no possibility that National can state a sustainable cause of action against Standard. See, Pampillonia v. RJR Nabisco, Inc., 138 F.2d 459, 461 (2d Cir. 1998); In re Consol. Fen-Phen Cases, 2003 U.S. Dist. LEXIS 20231, \*9 (E.D.N.Y. 2003); see also Miss. Ex rel. Hood v. AU Optronics Corp., 134 S. Ct. 736, 745 (2014) (“We have interpreted the diversity jurisdiction statute to require courts in certain contexts to look beyond the pleadings to make sure that parties are not improperly creating or destroying diversity jurisdiction. . .”); Segal v. Firtash, U.S. Dist. LEXIS 126569, \*9-10 (S.D.N.Y. 2014) (“courts may look beyond the pleadings to determine if the pleadings can state a cause of action” (quoting MBIA Ins. Corp. v. Royal Bank of Canada, 706 F. Supp. 2d 380, 395-396) (internal quotation marks omitted)). Standard is not a hedge fund, is not in the ownership chain of General Wireless, does not hold stock of General Wireless or of any entity in the ownership chain, and does not operate General Wireless. In addition, notwithstanding National’s conclusory allegations, Mr. Lavan, who is now the CFO of General Wireless, was never an executive of Standard. He was previously an analyst employed at Standard. National does not allege a plausible claim against Standard and has joined Standard in an improper effort to defeat diversity jurisdiction.

4. Consequently, the Plaintiff and each of the Defendants as to which plausible claims are asserted are citizens of different states, and therefore there is complete diversity of citizenship of the Plaintiff and such Defendants as defined in 28 U.S.C. §1332.

5. The Plaintiff alleges damages in excess of \$1.6 million, so consequently, the amount in controversy as alleged by the Plaintiff exceeds the jurisdictional minimum of \$75,000 set forth in 28 U.S.C. § 1332.

6. General Wireless was served with process on February 8, 2017. This notice of removal is timely under 28 U.S.C. § 1446(b) and Local Rule 81.1.

7. The United States District Court for the Eastern District of New York embraces the place where the action is currently pending. Notice of the filing of this notice of removal will be served upon the Plaintiff and the co-Defendant and will be filed in the Supreme Court of the State of New York, County of Kings, as required by 28 U.S.C. § 1446(d).

8. By filing this Notice of Removal, General Wireless does not waive any defense that may be available to it, including but not limited to the defense of improper venue (as under the parties' agreement the state courts in Fort Worth Texas are the exclusive forum for resolution of this dispute), and does not concede that the allegations in the Complaint state a valid claim under applicable law.

9. Standard and Lavan each consent to the removal of this action.

Dated: New York, New York  
February 9, 2017

RIEMER & BRAUNSTEIN LLP

By:   
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*Attorneys for Defendants General Wireless  
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Lavan*

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**502397/2017 - Kings County Supreme Court**

Short Caption: **National Distribution Warehouse Inc. - v. - General Wireless Operations Inc.d/b/a RadioShack e**

Case Type: **Commercial - Contract**

Case Status: **Active**

eFiling Status: **[Partial Participation Recorded](#)**


Assigned Judge: **BERNARD J. GRAHAM, PT 36**

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1	<a href="#">SUMMONS + COMPLAINT</a>	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
2	<a href="#">ORDER TO SHOW CAUSE ( PROPOSED ) - *Corrected*</a>	Processed	02/07/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
3	<a href="#">AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION</a> Affirmation of Frank Seddio, Esq.	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
4	<a href="#">EXHIBIT(S) - A</a> Summons and Complaint	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
5	<a href="#">EXHIBIT(S) - B</a> Notice of Application of Injunctive Relief	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
6	<a href="#">AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION</a> Affirmation of Seth Green	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
7	<a href="#">EXHIBIT(S) - A</a> Purchase Orders	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
8	<a href="#">EXHIBIT(S) - B</a> Unpaid Invoices	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
9	<a href="#">RJI -RE: ORDER TO SHOW CAUSE</a>	Processed	02/06/2017	Schwartz, A.	<a href="#">Confirmation Notice</a>
10	<a href="#">ORDER TO SHOW CAUSE-SIGNED (Motion# 1) MS #1</a>	Processed	02/08/2017	Court User	<a href="#">Confirmation Notice</a>
11	<a href="#">ORDER TO SHOW CAUSE - CONFORMED COPY</a>	Processed	02/08/2017		

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. \_\_\_\_\_

- against -

Date Filed:

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

**SUMMONS**

Defendants.  
-----X

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

Plaintiff designates Kings County as the venue for trial. The basis for venue is that Plaintiff resides in Kings County.

Dated: Brooklyn, New York  
February 6, 2017

By: /s/ \_\_\_\_\_  
Frank R. Seddio, Esq.

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Index No.:

Plaintiff,

- against -

**VERIFIED COMPLAINT**

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.  
-----X

Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI") by and through  
its undersigned counsel, alleges, for its verified complaint against defendants, as follows:

1. This is an action for, inter alia, fraudulent inducement, breach of contract, account  
stated, and unjust enrichment arising from defendants' fraudulent conduct and retention of millions  
of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for  
these products.

2. Through this action, Plaintiff seeks to recover the property rightfully belonging to  
it, and the damages it has incurred as a result of defendants' misconduct.

**PARTIES**

3. Plaintiff National Distribution Warehouse Inc. is a New York corporation with its  
principle place of business in Kings County, New York. It is in the business of wholesale  
distribution of consumer products.



4. Defendant General Wireless Operations Inc. d/b/a RadioShack (“General Wireless” or RadioShack”) is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in Kings County, and has entered into contracts to supply goods and services in the State of New York, and uses real property situated within the State of New York.

5. Defendant Standard General L.P. (“Standard General”) is a limited partnership in the State of New York with its principal place of business located in the County of New York and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the true prime mover behind RadioShack’s actions and thus responsible for the misconduct detailed herein.

6. Defendant Robert Lavan (“Lavan”) is upon information and belief the Chairman of General Wireless and an executive with Standard General. Upon information and belief, he resides in the State of New York. Among other things, Lavan, as an executive for RadioShack and Standard General, engaged in tortious conduct within the State of New York.

#### **JURISDICTION AND VENUE**

7. Jurisdiction is proper in the State of New York because Defendants either reside in the State of New York and/or qualify for personal jurisdiction under CPLR 302 because they transacted business within the state and/or contracts anywhere to supply goods or services in the

State of New York, and/or committed a tortious act within the state, and/or own or use real property situated within the State of New York, including numerous RadioShack locations within the State of New York.

8. Venue is proper in King County because Plaintiff resides in Kings County.

### **FACTUAL BACKGROUND**

9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.

10. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.

11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.

12. Thereafter, Robert Lavan contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss “mutual business opportunities.” This discussion was the beginning of defendants’ scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack’s true financial condition and intent.

13. On or about June 1, 2016, Green and Lavan met for lunch in New York, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack’s true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements—Royal Bank of Canada

was one such lender--and keep their lines of credit open, and thus sought obtain as many goods on credit as possible, while not intending to actually pay for them.

14. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.

15. Lavan misrepresented to Green that General Wireless was in good financial condition and was “turning the company around completely.” In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.

16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.

17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.

18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically, Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

19. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.

20. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.

21. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.

22. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.

23. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite agreeing to, and being contractually obligated to, do so.

24. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.

25. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.

26. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to “talk with him.” Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack’s general counsel.

27. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are “not helping his case.” Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.

28. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.

29. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, Green was told by RadioShack that they would not pay for any of the items and that RadioShack

was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.

30. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.

31. Plaintiff now brings this action to recover its damages, or in the alternative, to recover the items provided to RadioShack.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

32. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.

33. As set forth above, the parties entered into contracts for the sale of goods.

34. Plaintiff performed all obligations under the contracts that were its obligation to perform.

35. Defendants breached the contracts by failing to make the agreed upon payments.

36. Plaintiff spent significant funds to meet its obligation under the contracts and has suffered damages.

37. In addition to the aforementioned breaches, in the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff ordered the item from the manufacturer, Good Mind Industries Company Ltd., since RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

38. Then, after placing this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack did this so it could purchase the items directly from the manufacturer at a discount.

39. As a result, Plaintiff could not deliver the items to RadioShack. Plaintiff wired the order money to RadioShack, but remains entitled to its damages from RadioShack's breach of this contract.

40. Judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, prejudgment interest, costs, and legal fees.

**SECOND CAUSE OF ACTION**  
**(Account Stated)**

41. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.

42. As set forth above, the parties entered into contracts for the sale of goods for which they agreed to make payment in the amounts agreed upon.

43. Plaintiff provided goods to Defendants and presented accounts and invoices to Defendants.

44. Defendants accepted the goods and invoices and did not object within a reasonable time.

45. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, plus prejudgment interest, costs, and legal fees to enforce.

**THIRD CAUSE OF ACTION**  
**(Declaratory Judgment)**

46. Plaintiff repeats and realleges each of the allegations set forth in each preceding paragraph, as if fully set forth herein.

47. As set forth above, the parties entered into contracts for the sale of goods.

48. Plaintiff performed all obligations under the contracts.

49. Defendant breached the contracts as detailed above.

50. The present dispute presents a justiciable controversy in which the issues are present, real, definite, and substantial and affect existing legal relations between plaintiff and defendant. Without a declaration of rights, plaintiff would be unable to receive the benefits of the contracts for which it had bargained.

51. Accordingly, plaintiff is entitled to a judgment declaring that defendants willfully and materially breached the contracts.

52. Plaintiff has no adequate remedy at law.

**FOURTH CAUSE OF ACTION**  
**(Unjust Enrichment)**

53. Plaintiff repeats and realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

54. As set forth above, the parties entered into contracts for the sale of goods.

55. This contracts were entered into on the basis of Defendants' misrepresentations.

56. Plaintiff performed all obligations under the contracts that were its obligation to perform.

57. Defendants accepted the goods without making payment.



58. As a result, Defendants were unjustly enriched with assets rightfully belonging to Plaintiff, and it would not be in good conscience to allow Defendants to retain these assets without paying for them.

59. Plaintiff has no adequate remedy at law.

**FIFTH CAUSE OF ACTION  
(Goods Sold and Delivered)**

60. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

61. Plaintiff and General Wireless entered into a contract for the sale of goods on terms of credit.

62. Plaintiff delivered said goods to defendant in accordance with the contract, and the terms of credit have since expired.

63. As a result of Defendants' failure to pay for these goods, Plaintiff has been damaged in an amount to be determined at trial, but estimated to exceed \$1,621,371.49.

**SIXTH CAUSE OF ACTION  
(Fraudulent Inducement)**

64. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

65. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods, among other things, Defendants misrepresented to plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.

66. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by misrepresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.

67. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

68. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.

69. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods to RadioShack.

70. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.

71. But for these misrepresentations, Plaintiff would not have entered into these contracts.

72. As a direct and proximate result of Defendants' actions, Plaintiff has sustained injury, the precise amount to be determined at trial.

**SEVENTH CAUSE OF ACTION**  
**(Rescission)**

73. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

74. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods on credit Defendants, among other things, misrepresented to Plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.

75. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.

76. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them

promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

77. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.

78. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods.

79. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.

80. But for these misrepresentations, Plaintiff would not have entered into these contracts.

81. Plaintiff is unable to receive the benefit of his bargain.

82. Defendants' breach of the contract and fraudulent misrepresentations relating to the contracts was material and willful or so substantial and fundamental as to strongly tend to defeat the object of the parties in making the Contract.

83. As a direct and proximate result of the above, the Court should order the rescission of the contracts, and award Plaintiff damages for the expenses incurred by Plaintiff in connection with the contracts.

**EIGHTH CASUE OF ACTION  
(Tortious Interference with Contract)**

84. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

85. In the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff then entered into a valid contract with the manufacturer, Good Mind Industries Company Ltd., to purchase said items. RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

86. Then, after Plaintiff had placed this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack was aware of Plaintiff's contract with the manufacturer. RadioShack did this intentionally so it could purchase the items directly from the manufacturer at a discount.

87. As a result, the manufacturer breached its contract with Plaintiff and did not deliver the items to RadioShack.

88. Plaintiff returned the order money to RadioShack, but remains entitled to its damages and lost profits from RadioShack's breach of its contract with Plaintiff and its tortious interference with Plaintiff's contract with the manufacturer.

89. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

**NINTH CASUE OF ACTION  
(Promissory Estoppel)**

90. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

91. RadioShack would regularly send forecasts of anticipated orders so that NDWI was prepared to fill them. Plaintiff would purchase or manufacture special items for RadioShack on the basis of these forecasts. These forecasts amounted to over \$800,000.00.

92. These forecasts, under Plaintiff's vendor arrangement with RadioShack and its ongoing business dealings with RadioShack, amounted to clear and unambiguous promises by RadioShack to purchase these items and Plaintiff reasonably relied upon them.

93. As a result of said reliance, Plaintiff suffered damages.

94. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

#### **CLAIM FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that judgment be granted against defendants, jointly and severally, as follows:

- a) On the Third Cause of Action, declaring that defendants willfully and materially breached their contractual obligations to Plaintiff;
- b) On the First, Second, Third, Fifth, Eighth and Ninth Causes of Action, awarding Plaintiff its full measure of compensatory and consequential damages, the precise amount to be determined at trial; and
- c) On the Sixth and Seventh Causes of Action, rescinding the contracts, and ordering defendants to provide restitution and return the goods provided by Plaintiff and awarding damages; and
- d) Awarding Attorney's Fees, Costs, prejudgment interest, and such other and further relief as the court deems just and proper.

Dated: Brooklyn, New York  
February 6, 2017

By: /s/  
Frank R. Seddio, Esq.

**SEDDIO & ASSOCIATES, P.C.**

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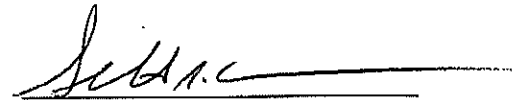
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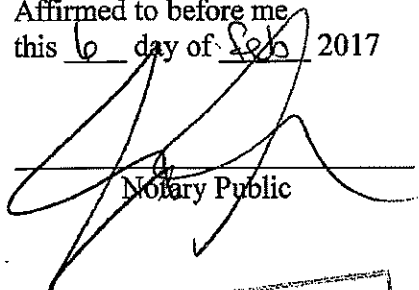
**VERIFICATION**

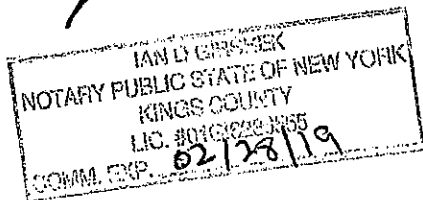
STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF KINGS     )

Seth Green, who because of his religious beliefs cannot swear, solemnly affirms under the penalty of perjury, as follows: I am CEO and co-owner of the plaintiff in the above-captioned action. I have read the foregoing verified complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

  
Seth Green

Affirmed to before me  
this 6 day of Feb 2017

  
Notary Public





At IAS Part \_\_\_\_ of the Supreme Court of  
the State of New York, held in and for the  
County of Kings, at the Courthouse located  
at 360 Adams Street, Brooklyn, New York  
on the \_\_\_\_ day of February, 2017

**PRESENT:** \_\_\_\_\_  
Hon.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. \_\_\_\_\_

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.

-----X

**EMERGENCY ORDER TO SHOW CAUSE**

Upon the annexed affirmation of Frank R. Seddio, Esq., dated February 6, 2017, and the exhibits annexed thereto, and the annexed affirmation of Seth Green dated February 6, 2017 and the exhibits annexed thereto, the summons and complaint in the above-captioned proceeding, and upon all prior pleadings and applications herein:

LET Defendants show cause before this Court, Room \_\_\_\_\_, at the Courthouse, located at 360 Adams Street, Brooklyn, New York on \_\_\_\_\_ at \_\_\_\_\_ or as soon thereafter as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

ORDERED that, pending the hearing and decision of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

ORDERED that, Defendants shall serve their opposition to this application, if any, no later than 3 days prior to the return date; and it is further

ORDERED that personal service or service by overnight courier on Defendants or Defendants' attorneys of a copy of this Order and the papers on which it was based by on or before \_\_\_\_\_ 2017, shall be deemed good and sufficient service thereof.

ENTER:

Hon: \_\_\_\_\_  
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. \_\_\_\_\_

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.

-----X

**AFFIRMATION OF FRANK R. SEDDIO, ESQ. IN SUPPORT OF EMERGENCY  
ORDER TO SHOW CAUSE FOR TEMPORARY RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION**

Frank R. Seddio, an attorney duly admitted to practice before the courts of this State,  
affirms the following pursuant to CPLR 2106:

1. I am a member of the bar of this Court and of Seddio & Associates, P.C., co-counsel for Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI").
2. I submit this affirmation in support of Defendant's emergency application for an Order: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for and which are the subject of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

3. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from Defendant General Wireless Operations Inc. d/b/a RadioShack's ("General Wireless" or "RadioShack") fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff over \$1,621,371.49 owed for these products.

4. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and damages it has incurred as a result of defendants' misconduct.

### **BACKGROUND**

5. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.

6. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.

7. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.

8. Thereafter, Robert Lavan, Chairman of General Wireless and an executive with Standard General, contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intent.

9. On or about June 1, 2016, Green and Lavan met for lunch, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting

RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit, and sought obtain as many goods on credit as possible, while not intending to actually pay for them.

10. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.

11. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.

12. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.

13. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.

14. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically,

Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

15. Between July and September 2016, RadioShack placed over \$1,000,000.00 in orders for 4 items for the upcoming holiday season. Thereafter, Plaintiff continued to fill orders for RadioShack, relying on RadioShack's misrepresentations.

16. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.

17. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.

18. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would

then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.

19. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite being contractually obligated to do so.

20. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.

21. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.

22. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to "talk with him." Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack's general counsel.

23. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are "not helping his case." Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.

24. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.

25. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, Green was told by RadioShack that they would not pay for any of the items and that RadioShack was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.

26. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.

#### **PROCEDURAL BACKGROUND**

27. Simultaneously with the filing of this Order to Show Cause, on February 6, 2017, Plaintiff commenced this proceeding by filing a summons and complaint. A copy of the Summons and Complaint is attached hereto as Exhibit A.

28. Plaintiff now moves for injunctive relief to prevent the irreparable harm that will result if Defendants are allowed to sell the goods fraudulently obtained from Plaintiff.

#### **ARGUMENT**

##### **I**

#### **THE COURT SHOULD ISSUE A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION BARRING DEFENDANTS FROM TRANSFERRING OR SELLING THE ITEMS AT ISSUE IN THIS PROCEEDING PENDING THE RESOLUTION OF THIS ACTION**

29. “On a motion for a preliminary injunction, the movant must prove three things: (1) the likelihood of his ultimate success on the merits, (2) irreparable injury to the movant absent granting of a preliminary injunction, and (3) a balancing of the equities.” *Melvin v Union*



*Coll.*, 195 A.D.2d 447, 448 (2d Dept. 1993) (citations omitted). “However, the existence of a factual dispute will not bar the imposition of a preliminary injunction if it is necessary to preserve the status quo and the party to be enjoined will suffer no great hardship as a result of its issuance.” *Id*

30. Here, Plaintiff meets all three criteria for the issuance of a preliminary injunction.

#### **A. Plaintiff is Likely to Succeed on the Merits of His Claims**

31. Plaintiff is likely to succeed on the merits of his claims. The documentary evidence and testimony of Seth Green, CEO of Plaintiff, shows that RadioShack received the disputed items amounting to \$1,621,371.49, has not paid for them, and initially obtained them on credit through misrepresentations as to RadioShack’s financial condition and intentions. *See* Green Affirmation, ¶¶ 9-31.

32. Plaintiff will thus likely succeed on his contract-based claims. There can be no dispute that these items were provided, that the price and terms were agreed upon, and payment has not been made. *Id*.

33. Plaintiff will also likely succeed on his alternative claim of fraudulent inducement. “To state a claim for fraudulent inducement, there must be a knowing misrepresentation of material present fact, which is intended to deceive another party and induce that party to act on it, resulting in injury.” *Gosmile, Inc. v Levine*, 81 AD3d 77, 81 (1st Dept 2010) (citations omitted). A fraudulent inducement claim may be plead in the alternative to a breach of contract claim where there was a “misrepresentation of present facts.” *Id*. (“This Court, as well as the Court of Appeals, has held that a misrepresentation of present facts, unlike a misrepresentation of future intent to perform under the contract, is collateral to the contract, even though it may have induced the plaintiff to sign it, and therefore involves a separate breach of

duty.”) (citations omitted); *See also First Bank of Americas v Motor Car Funding, Inc.*, 257 AD2d 287, 292 (1st Dept 1999) (“The core of plaintiff’s claim is that defendants intentionally misrepresented material facts about various individual loans so that they would appear to satisfy these warranties, because otherwise plaintiff would have neither the obligation nor the desire to purchase them. This is fraud, not breach of contract.”).

34. Here, Plaintiff will likely succeed on his claim for fraudulent inducement because the evidence shows that RadioShack and its executives misrepresented the financial condition of RadioShack in order to induce Plaintiff to sell these items to RadioShack on substantial credit and were never able or willing to pay for these items, only making these orders to get as much inventory as possible on credit to satisfy their asset backed lender requirements. *See Green Affirm.* ¶¶ 9-31. Plaintiff reasonably relied on these misrepresentations and was fraudulently induced to enter into these contracts.

**B. Plaintiff Will Be Irreparably Harmed Absent the Issuance of a Preliminary Injunction**

35. Absent an injunction enjoining the further sale or transfer of the items provided to RadioShack by Plaintiff (or, in the alternative, ordering the owed funds into escrow), Plaintiff will suffer irreparable harm because it will be unable to recover these items—as it will be entitled to do—or damages for the loss of these items. As detailed in the testimony of Seth Green, RadioShack is planning, and has been planning, a liquidation and bankruptcy filing.

36. Thus, if these items are allowed to be sold and transferred, Plaintiff will never be able to obtain restitution of these items even after prevailing on its fraudulent inducement claim and obtaining rescission of the contracts. Furthermore, with RadioShack planning on a liquidation, Plaintiff will likely not even be able to recover any monetary damages. *Van Valkenburgh, Nooger & Neville, Inc. v Hayden Pub. Co.*, 30 NY2d 34, 47 (1972) (“If the action

has been properly held to be one merely for breach of contract for which money damages afford a sufficient remedy, an injunction” may be appropriate if there is “some showing of imminent risk of frustration of a resulting judgment, such as insolvency or siphoning off of assets.”).

37. Thus, absent an injunction, Plaintiff stands to suffer a total loss of all the items it provided to Plaintiff without adequate remedy at law.

### **C. The Equities Favor Plaintiff**

38. The equities here favor Plaintiff because it stands to suffer the complete loss of items and monies belonging to it, while an injunction will not harm Defendants as they are merely being stayed from transferring or selling items they obtained through fraud and that they have not paid anything for. An injunction will merely maintain the *status quo*.

39. Accordingly, for these reasons, and the reasons detailed in the annexed Green Affirmation, the Court should grant a temporary restraining order and preliminary injunction pending the resolution of this action.

### **D. Notification to Opposing Counsel**

40. Prior to the filing of this motion, on February 6, 2016, my co-counsel, Allen Schwartz, Esq. notified Defendant RadioShack via e-mail to its General Counsel Brad Tobin, Defendant Standard General via email to its General Counsel Gail Steiner, and to Defendant Robert Lavan via email, that we would be applying for the relief set forth in the attached Order to Show Cause, in Room 295, at the Courthouse located at 360 Adams Street, Brooklyn, New York, on February 7, 2017 at approximately 2:30 p.m. In our notice, we informed Defendants as to the relief we would be seeking in the attached order. A copy of the notice is attached to this affirmation as Exhibit B.

41. No prior application for the relief requested herein has been made to this or any other court.

**CONCLUSION**

42. Wherefore, for the reasons detailed herein, Plaintiff respectfully requests that the Court grant this motion in its entirety.

Dated: Brooklyn, New York  
February 6, 2016

/s/

Frank Seddio, Esq.  
*Co-Counsel for Plaintiff*

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. \_\_\_\_\_

- against -

Date Filed:

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

**SUMMONS**

Defendants.  
-----X

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

Plaintiff designates Kings County as the venue for trial. The basis for venue is that Plaintiff resides in Kings County.

Dated: Brooklyn, New York  
February 6, 2017

By: /s/ \_\_\_\_\_  
Frank R. Seddio, Esq.

**SEDDIO & ASSOCIATES, P.C.**

Frank R. Seddio, Esq.  
9306 Flatlands Avenue  
Brooklyn, New York 11236  
(718) 272-6040  
[Seddiolaw@gmail.com](mailto:Seddiolaw@gmail.com)

-and-

**FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM**

INDEX NO. 502397/2017

NYSCEF DOC. NO. 4

RECEIVED NYSCEF: 02/06/2017

**LAW OFFICE OF ALLEN  
SCHWARTZ, ESQ.**  
Allen Schwartz, Esq.  
1724 Burnett Street  
Brooklyn, New York 11229  
Tel: 917-765-4147  
Cell: 773-808-8972  
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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Index No.:

Plaintiff,

- against -

**VERIFIED COMPLAINT**

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.  
-----X

Plaintiff National Distribution Warehouse Inc. (“Plaintiff” or “NDWI”) by and through its undersigned counsel, alleges, for its verified complaint against defendants, as follows:

1. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from defendants’ fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for these products.
2. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and the damages it has incurred as a result of defendants’ misconduct.

**PARTIES**

3. Plaintiff National Distribution Warehouse Inc. is a New York corporation with its principle place of business in Kings County, New York. It is in the business of wholesale distribution of consumer products.

4. Defendant General Wireless Operations Inc. d/b/a RadioShack (“General Wireless” or RadioShack”) is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in Kings County, and has entered into contracts to supply goods and services in the State of New York, and uses real property situated within the State of New York.

5. Defendant Standard General L.P. (“Standard General”) is a limited partnership in the State of New York with its principal place of business located in the County of New York and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the true prime mover behind RadioShack’s actions and thus responsible for the misconduct detailed herein.

6. Defendant Robert Lavan (“Lavan”) is upon information and belief the Chairman of General Wireless and an executive with Standard General. Upon information and belief, he resides in the State of New York. Among other things, Lavan, as an executive for RadioShack and Standard General, engaged in tortious conduct within the State of New York.

#### **JURISDICTION AND VENUE**

7. Jurisdiction is proper in the State of New York because Defendants either reside in the State of New York and/or qualify for personal jurisdiction under CPLR 302 because they transacted business within the state and/or contracts anywhere to supply goods or services in the



State of New York, and/or committed a tortious act within the state, and/or own or use real property situated within the State of New York, including numerous RadioShack locations within the State of New York.

8. Venue is proper in King County because Plaintiff resides in Kings County.

### **FACTUAL BACKGROUND**

9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.

10. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.

11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.

12. Thereafter, Robert Lavan contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss “mutual business opportunities.” This discussion was the beginning of defendants’ scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack’s true financial condition and intent.

13. On or about June 1, 2016, Green and Lavan met for lunch in New York, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack’s true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements—Royal Bank of Canada

was one such lender--and keep their lines of credit open, and thus sought obtain as many goods on credit as possible, while not intending to actually pay for them.

14. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.

15. Lavan misrepresented to Green that General Wireless was in good financial condition and was “turning the company around completely.” In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.

16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.

17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.

18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically, Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

19. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.

20. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.

21. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.

22. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.

23. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite agreeing to, and being contractually obligated to, do so.

24. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.

25. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.

26. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to “talk with him.” Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack’s general counsel.

27. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are “not helping his case.” Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.

28. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.

29. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, Green was told by RadioShack that they would not pay for any of the items and that RadioShack

was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.

30. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.

31. Plaintiff now brings this action to recover its damages, or in the alternative, to recover the items provided to RadioShack.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

32. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.

33. As set forth above, the parties entered into contracts for the sale of goods.

34. Plaintiff performed all obligations under the contracts that were its obligation to perform.

35. Defendants breached the contracts by failing to make the agreed upon payments.

36. Plaintiff spent significant funds to meet its obligation under the contracts and has suffered damages.

37. In addition to the aforementioned breaches, in the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff ordered the item from the manufacturer, Good Mind Industries Company Ltd., since RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

38. Then, after placing this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack did this so it could purchase the items directly from the manufacturer at a discount.

39. As a result, Plaintiff could not deliver the items to RadioShack. Plaintiff wired the order money to RadioShack, but remains entitled to its damages from RadioShack's breach of this contract.

40. Judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, prejudgment interest, costs, and legal fees.

**SECOND CAUSE OF ACTION**  
**(Account Stated)**

41. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.

42. As set forth above, the parties entered into contracts for the sale of goods for which they agreed to make payment in the amounts agreed upon.

43. Plaintiff provided goods to Defendants and presented accounts and invoices to Defendants.

44. Defendants accepted the goods and invoices and did not object within a reasonable time.

45. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, plus prejudgment interest, costs, and legal fees to enforce.

**THIRD CAUSE OF ACTION**  
**(Declaratory Judgment)**

46. Plaintiff repeats and realleges each of the allegations set forth in each preceding paragraph, as if fully set forth herein.

47. As set forth above, the parties entered into contracts for the sale of goods.

48. Plaintiff performed all obligations under the contracts.

49. Defendant breached the contracts as detailed above.

50. The present dispute presents a justiciable controversy in which the issues are present, real, definite, and substantial and affect existing legal relations between plaintiff and defendant. Without a declaration of rights, plaintiff would be unable to receive the benefits of the contracts for which it had bargained.

51. Accordingly, plaintiff is entitled to a judgment declaring that defendants willfully and materially breached the contracts.

52. Plaintiff has no adequate remedy at law.

**FOURTH CAUSE OF ACTION**  
**(Unjust Enrichment)**

53. Plaintiff repeats and realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

54. As set forth above, the parties entered into contracts for the sale of goods.

55. This contracts were entered into on the basis of Defendants' misrepresentations.

56. Plaintiff performed all obligations under the contracts that were its obligation to perform.

57. Defendants accepted the goods without making payment.

58. As a result, Defendants were unjustly enriched with assets rightfully belonging to Plaintiff, and it would not be in good conscience to allow Defendants to retain these assets without paying for them.

59. Plaintiff has no adequate remedy at law.

**FIFTH CAUSE OF ACTION  
(Goods Sold and Delivered)**

60. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

61. Plaintiff and General Wireless entered into a contract for the sale of goods on terms of credit.

62. Plaintiff delivered said goods to defendant in accordance with the contract, and the terms of credit have since expired.

63. As a result of Defendants' failure to pay for these goods, Plaintiff has been damaged in an amount to be determined at trial, but estimated to exceed \$1,621,371.49.

**SIXTH CAUSE OF ACTION  
(Fraudulent Inducement)**

64. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

65. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods, among other things, Defendants misrepresented to plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.



66. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by misrepresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.

67. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

68. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.

69. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods to RadioShack.

70. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.

71. But for these misrepresentations, Plaintiff would not have entered into these contracts.

72. As a direct and proximate result of Defendants' actions, Plaintiff has sustained injury, the precise amount to be determined at trial.

**SEVENTH CAUSE OF ACTION**  
**(Rescission)**

73. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

74. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods on credit Defendants, among other things, misrepresented to Plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.

75. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.

76. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them

promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

77. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.

78. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods.

79. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.

80. But for these misrepresentations, Plaintiff would not have entered into these contracts.

81. Plaintiff is unable to receive the benefit of his bargain.

82. Defendants' breach of the contract and fraudulent misrepresentations relating to the contracts was material and willful or so substantial and fundamental as to strongly tend to defeat the object of the parties in making the Contract.

83. As a direct and proximate result of the above, the Court should order the rescission of the contracts, and award Plaintiff damages for the expenses incurred by Plaintiff in connection with the contracts.

**EIGHTH CASUE OF ACTION  
(Tortious Interference with Contract)**

84. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

85. In the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff then entered into a valid contract with the manufacturer, Good Mind Industries Company Ltd., to purchase said items. RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

86. Then, after Plaintiff had placed this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack was aware of Plaintiff's contract with the manufacturer. RadioShack did this intentionally so it could purchase the items directly from the manufacturer at a discount.

87. As a result, the manufacturer breached its contract with Plaintiff and did not deliver the items to RadioShack.

88. Plaintiff returned the order money to RadioShack, but remains entitled to its damages and lost profits from RadioShack's breach of its contract with Plaintiff and its tortious interference with Plaintiff's contract with the manufacturer.

89. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

**NINTH CASUE OF ACTION  
(Promissory Estoppel)**

90. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

91. RadioShack would regularly send forecasts of anticipated orders so that NDWI was prepared to fill them. Plaintiff would purchase or manufacture special items for RadioShack on the basis of these forecasts. These forecasts amounted to over \$800,000.00.

92. These forecasts, under Plaintiff's vendor arrangement with RadioShack and its its ongoing business dealings with RadioShack, amounted to clear and unambiguous promises by RadioShack to purchase these items and Plaintiff reasonably relied upon them.

93. As a result of said reliance, Plaintiff suffered damages.

94. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

#### **CLAIM FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that judgment be granted against defendants, jointly and severally, as follows:

- a) On the Third Cause of Action, declaring that defendants willfully and materially breached their contractual obligations to Plaintiff;
- b) On the First, Second, Third, Fifth, Eighth and Ninth Causes of Action, awarding Plaintiff its full measure of compensatory and consequential damages, the precise amount to be determined at trial; and
- c) On the Sixth and Seventh Causes of Action, rescinding the contracts, and ordering defendants to provide restitution and return the goods provided by Plaintiff and awarding damages; and
- d) Awarding Attorney's Fees, Costs, prejudgment interest, and such other and further relief as the court deems just and proper.

Dated: Brooklyn, New York  
February 6, 2017

By: /s/  
Frank R. Seddio, Esq.

**SEDDIO & ASSOCIATES, P.C.**

Frank R. Seddio, Esq.  
9306 Flatlands Avenue  
Brooklyn, New York 11236  
(718) 272-6040  
[Seddiolaw@gmail.com](mailto:Seddiolaw@gmail.com)

-and-

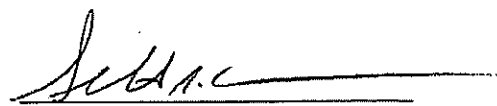
**LAW OFFICE OF ALLEN  
SCHWARTZ, ESQ.**

Allen Schwartz, Esq.  
1724 Burnett Street  
Brooklyn, New York 11229  
Tel: 917-765-4147  
Cell: 773-808-8972  
Email: [allenschwartzlaw@gmail.com](mailto:allenschwartzlaw@gmail.com)

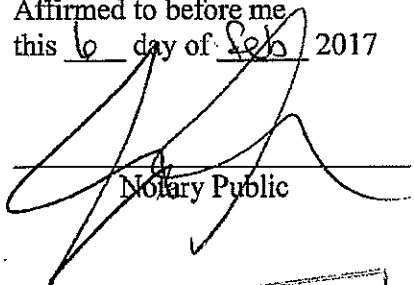
**VERIFICATION**

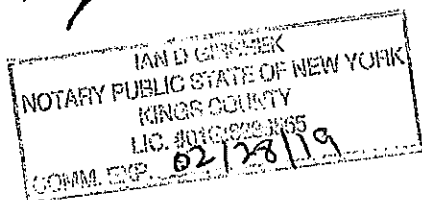
STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF KINGS     )

Seth Green, who because of his religious beliefs cannot swear, solemnly affirms under the penalty of perjury, as follows: I am CEO and co-owner of the plaintiff in the above-captioned action. I have read the foregoing verified complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

  
Seth Green

Affirmed to before me  
this 6 day of Feb 2017

  
Notary Public







Allen Schwartz <allenschwartzlaw@gmail.com>

## 22 NYCRR 202.7(b) Notice of Application for Injunctive Relief

Allen Schwartz <allenschwartzlaw@gmail.com>

Mon, Feb 6, 2017 at 2:06 PM

To: brad.tobin@radioshack.com, legal@standgen.com, Robert.Lavan@radioshack.com

Gentlemen and Gentlewomen:

Please take notice that National Distribution Warehouse Inc. will be filing an application for injunctive relief against General Wireless Operations Inc. d/b/a RadioShack ("General Wireless"), Standard General L.P. ("Standard General"), and Robert Lavan ("Lavan") seeking an Order: (i) pursuant to CPLR 6301, pending resolution of the action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert with them, from selling, transferring, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of the action; and (iii) granting such other and further relief as the Court deems just and proper.

The motion will be filed in the Ex Parte Office, Room 295, of the Kings County Supreme Court, 360 Adams Street, Brooklyn, New York at approximately 2:30 pm on February 7, 2017.

Please be guided accordingly.

Thank you,

Allen Schwartz, Esq.

Law Office of Allen Schwartz, Esq.

1724 Burnett Street

Brooklyn, NY 11229

Cell: 773-808-8972



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Index No.:

Plaintiff,

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a  
RADIOSHACK, STANDARD GENERAL L.P., and  
ROBERT LAVAN,

Defendants.

-----X

**AFFIRMATION OF SETH GREEN IN SUPPORT OF PLAINTIFF'S  
EMERGENCY APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION**

STATE OF NEW YORK     )  
                                  :ss:  
COUNTY OF KINGS     )

Seth Green, who does not swear for religious reasons, being duly deposed, affirms the following under penalty of perjury:

1. I am CEO of Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI"), Plaintiff in the above-captioned action.
2. I submit this affirmation in support of Plaintiff's emergency application for an Order: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any

of the unsold goods provided to Defendants by Plaintiff that Defendants have failed to pay for that are the subject of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

3. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from defendants' fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for these products.

4. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and the damages it has incurred as a result of defendants' misconduct.

**I. The Parties**

5. Plaintiff National Distribution Warehouse Inc. is a New York corporation with its principle place of business in Kings County, New York. It is in the business of wholesale distribution of consumer products.

6. Defendant General Wireless Operations Inc. d/b/a RadioShack ("General Wireless" or RadioShack") is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in Kings County, and has entered into contracts to supply goods and services in the State of New York, and uses real property situated within the State of New York.

7. Defendant Standard General L.P. ("Standard General") is a limited partnership in the State of New York with its principal place of business located in the County of New York

and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the prime mover behind RadioShack's actions and thus responsible for the misconduct detailed herein.

8. Defendant Robert Lavan ("Lavan") is upon information and belief the Chairman of General Wireless and an executive with Standard General.

## **II. Defendants Defraud Plaintiff Out of Millions of Dollars**

9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.

10. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.

11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.

12. Thereafter, Robert Lavan contacted me and informed me that he was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited me to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure me and my company to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intentions.

13. On or about June 1, 2016, Lavan and I met for lunch, during which Lavan lured me into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that

time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lending requirements and keep their lines of credit, and sought obtain as many goods on credit as possible as collateral, while knowing they would be unable to pay for them and without intending to actually pay for them.

14. Lavan also asked me to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to me that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.

15. Lavan misrepresented to me that General Wireless was in good financial condition and was “turning the company around completely.” In order to obtain goods on credit, Lavan further told me that as long as General Wireless and Lavan and his team were around Plaintiff would not have financial issues with their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.

16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.

17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.

18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically,

Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

19. Between July and September 2016, RadioShack placed over \$1,000,000.00 in orders for 4 items for the upcoming holiday season. Thereafter, Plaintiff continued to fill orders for RadioShack, relying on RadioShack's misrepresentations.

20. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but If RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI. Copies of purchase orders at issue are attached hereto as Exhibit A.

21. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.

22. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff then

send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price. Copies of invoices at issue in these proceedings are attached hereto as Exhibit B.

23. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.

24. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite being contractually obligated to do so.

25. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.

26. On or about December 15, 2016, I asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told me that RadioShack was going through some organizational changes and that he would provide an update later.

27. On or about December 21, 2016, I contacted Diane Kinzer, RadioShack's vice president of merchandising, and was told that she was not allowed to "talk with me." Kinzer suggested I should call Robert Lavan or Brad Tobin, RadioShack's general counsel.

28. On or about and through December 27, 2016 and December 28, 2016, I emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, I received a call from Brad Tobin who told me that I should not email Lavan as those emails are "not helping my case." Upon information and belief, after luring me into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.

29. On or about January 3, 2017, and without any further contact by RadioShack

executives, I reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.

30. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, they told me RadioShack would not pay for any of the unpaid items and that RadioShack was not paying its suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy.

31. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.

32. Absent an injunction stopping the sale or transfer of the items provided to RadioShack by Plaintiff (or, in the alternative, ordering the owed funds into escrow) that remain unpaid for, Plaintiff will suffer irreparable harm because it will be unable to recover these items—as it will be entitled to do—or damages for the loss of these items.

33. RadioShack is planning, and has been planning, a liquidation and bankruptcy filing.

34. Thus, if these items are allowed to be sold and transferred, Plaintiff will never be able to obtain restitution of these items even after prevailing on its fraudulent inducement claim and rescission of the contracts. Furthermore, many of these items are unique and were manufactured specially for sale to RadioShack. In addition, with RadioShack planning on a liquidation, absent an injunction Plaintiff will likely not even be able to recover its monetary damages on its breach of contract claim. *Van Valkenburgh, Nooger & Neville, Inc. v Hayden Pub. Co.*, 30 NY2d 34, 47 (1972) (“If the action has been properly held to be one merely for breach of contract for which money damages afford a sufficient remedy, an injunction” may be appropriate if there is “some showing of imminent risk of frustration of a resulting judgment,


such as insolvency or siphoning off of assets.”).

35. Thus, absent an injunction, Plaintiff stands to suffer a total loss of all the items it provided to Plaintiff for which it has not been paid, and is without adequate remedy at law.

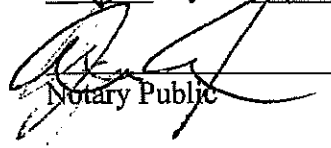
### III. Conclusion

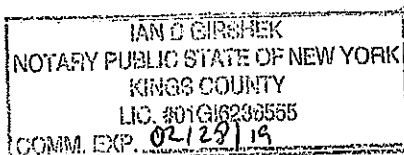
**WHEREFORE**, it is respectfully requested that the Court issue a temporary restraining order and permanent injunction pending the resolution of this action (i) pursuant to CPLR 6301, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for and are the subject of this action pending the resolution of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: Brooklyn, New York  
February 6, 2016

  
Seth Green

Sworn and Subscribed before me on this  
6 day of Feb., 2017

  
Notary Public





General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

PO Number: 722508

Order Date: 05/20/2016

## PURCHASE ORDER CHANGE

Vendor Name: NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Terms:  
F.O.B:

NET 20  
ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

\*GWO DC Addresses:

GWO DC 0203:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
6100542 DGENSE9LEDFL 812376042023	40 EACH	DIRECT ENERGY 9 LED FLASHLIGHT	4,640	1.86	\$8,630.40	09/23/2016 Truck		4,640
		PO TOTAL:	4,640		\$8,630.40			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
6100542 DGENSE9LEDFL 812376042023	40 EACH	DIRECT ENERGY 9 LED FLASHLIGHT	4,640	1.86	\$8,630.40	09/23/2016 Truck	4,640	
		PO TOTAL:	4,640		\$8,630.40			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorsguide](http://www.radioshack.com/contacts/vendorsguide)

### COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at [www.radioshack.com/contacts/PO-TCs](http://www.radioshack.com/contacts/PO-TCs). A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048  
Libertyville, IL 60048

PO Number: **723286**

Order Date: 07/06/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
4000775 DGENDEBTOWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	3,000	17.85	\$53,550.00	09/30/2016 Truck		3,000	
		PO TOTAL:	3,000		\$53,550.00				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
4000775 DGENDEBTOWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	3,000	17.85	\$53,550.00	09/30/2016 Truck	3,000		
		PO TOTAL:	3,000		\$53,550.00				

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at [www.radioshack.com/contacts/PO-T&Cs](http://www.radioshack.com/contacts/PO-T&Cs). A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: **723288**

Order Date: 07/06/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
1201783 DGENDMFIBOTL 812376042511	48 EACH	DE APPLE LIGHTNING CABLE BOTTLE OPENER	5,040	7.85	\$39,564.00	09/23/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	5,040		\$39,564.00				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
1201783 DGENDMFIBOTL 812376042511	48 EACH	DE APPLE LIGHTNING CABLE BOTTLE OPENER	5,040	7.85	\$39,564.00	09/23/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	5,040		\$39,564.00				

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

**Terms:** NET 20  
**F.O.B:** ORGFRTCOL

**Shipping Instructions:** CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

**\*\_GWO DC Addresses:**  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

**PO Number:** 723289

**Order Date:** 07/06/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2604626 DGENDMUSBBOTL 812376042504	48 EACH	DE Micro Cable Bottle Opener	5,040	5.85	\$29,484.00	09/23/2016 Truck		5,040	
		PO TOTAL:	5,040		\$29,484.00				

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2604626 DGENDMUSBBOTL 812376042504	48 EACH	DE Micro Cable Bottle Opener	5,040	5.85	\$29,484.00	09/23/2016 Truck		5,040	
		PO TOTAL:	5,040		\$29,484.00				

**SPECIAL INSTRUCTIONS** Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

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## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048  
GWO DC 0603:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: 723329

Order Date: 07/08/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
4000741 DGENDWDANCSPKAK2 812376015751	1 EACH	Digital Energy Dancing Water Speaker	3,500	15.85	\$55,475.00	09/30/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	3,500		\$55,475.00			3,500	

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
4000741 DGENDWDANCSPKAK2 812376015751	1 EACH	Digital Energy Dancing Water Speaker	3,500	15.85	\$55,475.00	09/30/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	3,500		\$55,475.00			3,500	

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

## COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*GWO DC Addresses:  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

PO Number: **723330**

Order Date: 07/08/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000741 DGENDWDANCSPK2 812376015751	24 EACH	Digital Energy Dancing Water Speaker	15,000	15.85	\$237,750.00	10/28/2016 Truck		15,000
		PO TOTAL:	15,000		\$237,750.00			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000741 DGENDWDANCSPK2 812376015751	24 EACH	Digital Energy Dancing Water Speaker	15,000	15.85	\$237,750.00	10/28/2016 Truck	15,000	
		PO TOTAL:	15,000		\$237,750.00			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:

GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: **723331**

Order Date: 07/08/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000741 DGENDWDANCSPKAK2 812376015751	24 EACH	Digital Energy Dancing Water Speaker	4,008	15.85	\$63,526.80	11/25/2016 Truck		4,008
PO TOTAL:								

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000741 DGENDWDANCSPKAK2 812376015751	24 EACH	Digital Energy Dancing Water Speaker	4,008	15.85	\$63,526.80	11/25/2016 Truck	4,008	
PO TOTAL:								

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:

GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: **723332**

Order Date: 07/08/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000775 DGENDEBTOWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	3,000	17.85	\$53,550.00	09/30/2016 Truck		3,000
		PO TOTAL:	3,000		\$53,550.00			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000775 DGENDEBTOWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	3,000	17.85	\$53,550.00	09/30/2016 Truck	3,000	
		PO TOTAL:	3,000		\$53,550.00			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

PO Number: 723333

Order Date: 07/08/2016

## PURCHASE ORDER CHANGE

Vendor Name: NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS: vendorroutingrequest@radioshack.com

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000775 DGENDEBTDWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	15,000	17.85	\$267,750.00	10/28/2016 Truck		15,000
		PO TOTAL:	15,000		\$267,750.00			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
4000775 DGENDEBTDWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	15,000	17.85	\$267,750.00	10/28/2016 Truck	15,000	
		PO TOTAL:	15,000		\$267,750.00			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba **RADIOSHACK**  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS: vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

PO Number: **723334**

Order Date: 07/08/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
4000775 DGENDEBTDWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	4,008	17.85	\$71,542.80	11/25/2016 Truck		4,008
		PO TOTAL:	4,008		\$71,542.80			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
4000775 DGENDEBTDWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	4,008	17.85	\$71,542.80	11/25/2016 Truck	4,008	
		PO TOTAL:	4,008		\$71,542.80			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

PO Number: **723335**

Order Date: 07/08/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
6001134 DGENDMINIRCCAR 812376017571	54 EACH	DIRECT ENERGY RC MINI CAR	40,014	5.65	\$226,079.10	09/28/2016 Truck		40,014
		PO TOTAL:	40,014		\$226,079.10			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
6001134 DGENDMINIRCCAR 812376017571	54 EACH	DIRECT ENERGY RC MINI CAR	40,014	5.65	\$226,079.10	09/28/2016 Truck	40,014	
		PO TOTAL:	40,014		\$226,079.10			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 20  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: **723439**

Order Date: 07/22/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	0	17.12	\$0.00	08/17/2016 Truck	GWO DC 0203*	GWO DC 0603*	
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	456	17.12	\$7,806.72	10/17/2016 Truck		456	
		PO TOTAL:	456		\$7,806.72				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	0	17.12	\$0.00	08/17/2016 Truck	GWO DC 0203*	GWO DC 0603*	
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	456	17.12	\$7,806.72	10/17/2016 Truck	186	270	
		PO TOTAL:	456		\$7,806.72				

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at [www.radioshack.com/contacts/PO-T&Cs](http://www.radioshack.com/contacts/PO-T&Cs). A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

**Terms:** NET 20  
**F.O.B.:** ORGFRTCOL

**Shipping Instructions:** CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

**\*-GWO DC Addresses:**  
GWO DC 0203: GWO DC 0603:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

**PO Number:** 723443

**Order Date:** 07/22/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	900	11.75	\$10,575.00	10/07/2016 Truck		900	
		PO TOTAL:	900		\$10,575.00				

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	900	11.75	\$10,575.00	10/07/2016 Truck	900		
		PO TOTAL:	900		\$10,575.00				

**SPECIAL INSTRUCTIONS** Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

## COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at [www.radioshack.com/contacts/PO-T&Cs](http://www.radioshack.com/contacts/PO-T&Cs). A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 60  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*GWO DC Addresses:  
GWO DC 0203: GWO DC 0803:  
GWO DC 1001 Technology Way  
Libertyville, IL 60048

PO Number: **723754**

Order Date: 08/09/2016

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
2302185 DGENDESAMGAL4CMBO 812376015836	100 EACH	DE GS4 BATTERY AND DOCK COMBO	500	17.12	\$8,560.00	11/03/2016 Truck	GWO DC 0203*	GWO DC 0803*	
		PO TOTAL:	500		\$8,560.00				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
2302185 DGENDESAMGAL4CMBO 812376015836	100 EACH	DE GS4 BATTERY AND DOCK COMBO	500	17.12	\$8,560.00	11/03/2016 Truck	GWO DC 0203*	GWO DC 0803*	
		PO TOTAL:	500		\$8,560.00				

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 60

F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*GWO DC Addresses:

GWO DC 0203:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: 723755

Order Date: 08/09/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown:	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
2302428 DGENDEBATGSS5COMBO 812376017496	100 EACH	DE GS5 BATTERY AND DOCK COMBO	1,500	17.12	\$25,680.00	11/03/2016 Truck		1,500
		PO TOTAL:	1,500		\$25,680.00			

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown:	
							GWO DC 0203*	GWO DC 0603* Distribution to Follow
2302428 DGENDEBATGSS5COMBO 812376017496	100 EACH	DE GS5 BATTERY AND DOCK COMBO	1,500	17.12	\$25,680.00	11/03/2016 Truck	1,500	
		PO TOTAL:	1,500		\$25,680.00			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

## COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at [www.radioshack.com/contacts/PO-T&Cs](http://www.radioshack.com/contacts/PO-T&Cs). A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name: **NATIONAL DISTRIBUTION INC**  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Bill To: General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

Terms: NET 60  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048  
GWO DC 0603:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

PO Number: 723758

Order Date: 08/09/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	1,700	11.75	\$19,975.00	10/25/2016 Truck		1,700
		PO TOTAL:	1,700		\$19,975.00			

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	1,700	11.75	\$19,975.00	10/25/2016 Truck	1,700	
		PO TOTAL:	1,700		\$19,975.00			

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

## COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

**PO Number: 724059**  
Order Date: 08/18/2016

## PURCHASE ORDER CHANGE

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Terms:** NET 60  
**F.O.B:** ORGFRTOOL  
**Shipping Instructions:** CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

**\*-GWO DC Addresses:**  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
2302185 DGENDESAMGAL4CMBO 812376015836	100 EACH	DE GS4 BATTERY AND DOCK COMBO	500	17.12	\$8,560.00	11/14/2016 Truck		500
		PO TOTAL:	500		\$8,560.00			

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand/Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown	
							GWO DC 0203*	GWO DC 0603*
2302185 DGENDESAMGAL4CMBO 812376015836	100 EACH	DE GS4 BATTERY AND DOCK COMBO	500	17.12	\$8,560.00	11/14/2016 Truck	500	
		PO TOTAL:	500		\$8,560.00			

**SPECIAL INSTRUCTIONS** Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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## General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

## PURCHASE ORDER CHANGE

**Terms:** NET 60  
**F.O.B:** ORGFRTCOL

**Shipping Instructions:** CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

\*-GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

**PO Number:** 724060

**Order Date:** 08/18/2016

## COST, QUANTITY &amp; DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2302428 DGENDEBATGS5COMBO 812376017496	100 EACH	DE GS5 BATTERY AND DOCK COMBO	1,400	17.12	\$23,968.00	11/14/2016 Truck		1,400	
PO TOTAL:					\$23,968.00				

## COST, QUANTITY &amp; DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		
							GWO DC 0203*	GWO DC 0603*	Distribution to Follow
2302428 DGENDEBATGS5COMBO 812376017496	100 EACH	DE GS5 BATTERY AND DOCK COMBO	1,400	17.12	\$23,968.00	11/14/2016 Truck	1,400		
PO TOTAL:					\$23,968.00				

**SPECIAL INSTRUCTIONS** Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

## COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

**PO Number: 724063**  
Order Date: 08/18/2016

## PURCHASE ORDER CHANGE

**Vendor Name:** NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

**Bill To:** General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

**Terms:** NET 60  
**F.O.B:** ORGFRTCOL  
**Shipping Instructions:** CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

**\*GWO DC Addresses:**  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown:		Distribution to Follow
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	700	11.75	\$8,225.00	11/04/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	700		\$8,225.00				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown:		Distribution to Follow
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	700	11.75	\$8,225.00	11/04/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	700		\$8,225.00				

**SPECIAL INSTRUCTIONS** Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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General Wireless Operations Inc.  
300 RadioShack Circle, Fort Worth, TX 76102

PO Number: 724064

Order Date: 08/18/2016

## PURCHASE ORDER CHANGE

Vendor Name: NATIONAL DISTRIBUTION INC  
7257 ROYCE PLACE  
BROOKLYN NY 11234- USA

Terms: NET 60  
F.O.B: ORGFRTCOL

Shipping Instructions: CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

Bill To: General Wireless Operations Inc. dba RADIOSHACK  
MS WF6-108 Merchandise Apay  
300 RadioShack Circle  
Fort Worth TX 76102-1964

\*GWO DC Addresses:  
GWO DC 0203:  
GWO DC  
1001 Technology Way  
Libertyville, IL 60048

GWO DC 0603:

GWO DC  
1001 Technology Way  
Libertyville, IL 60048

### COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
6001466 DGENDERCO30D 812376042030	30 EACH	DIGITAL ENERGY RC ORNAMENT CAR	49,500	5.45	\$269,775.00	10/12/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	49,500		\$269,775.00				

### COST, QUANTITY & DISTRIBUTION TO:

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty/By Date	Price	Extended Amount	Ship By Ship Via	Total Ship Quantity Breakdown		Distribution to Follow
6001466 DGENDERCO30D 812376042030	30 EACH	DIGITAL ENERGY RC ORNAMENT CAR	49,500	5.45	\$269,775.00	10/12/2016 Truck	GWO DC 0203*	GWO DC 0603*	
		PO TOTAL:	49,500		\$269,775.00				

SPECIAL INSTRUCTIONS Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

[www.radioshack.com/contacts/vendorguide](http://www.radioshack.com/contacts/vendorguide)

### COMMENTS

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RECEIVED NYSCEF: 02/06/2017

# Invoice

Date	Invoice #
9/19/2016	09201654

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724402	Net 60	SAG	9/19/2016		
Quantity	Item Code	Description			Price Each	Amount
700	610-0524	Power Strip (2 pack with 6 outlets) - Radioshack Branded			5.46	3,822.00
We Always Appreciate Your Business				<b>Total</b> \$3,822.00		

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
9/19/2016	09201655

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724399	Net 60	SAG	9/19/2016		

Quantity	Item Code	Description	Price Each	Amount
780	610-0525	Radioshack 6 outlet Surge Protector (2 pack)	5.55	4,329.00

We Always Appreciate Your Business	<b>Total</b>	\$4,329.00

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice


Date	Invoice #
9/19/2016	09201656

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724404	Net 60	SAG	9/19/2016		

Quantity	Item Code	Description	Price Each	Amount
450	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)	6.74	3,033.00

We Always Appreciate Your Business	<b>Total</b>	\$3,033.00
		

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
9/19/2016	09121636

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724186	Net 60	SAG	9/19/2016		

Quantity	Item Code	Description	Price Each	Amount
350	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)	12.47	4,364.50

We Always Appreciate Your Business	<b>Total</b>	\$4,364.50



NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

**Invoice**

Date	Invoice #
9/19/2016	09201657

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724186	Net 60	SAG	9/19/2016		
Quantity	Item Code	Description			Price Each	Amount
100	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)			12.47	1,247.00
We Always Appreciate Your Business				<b>Total</b> \$1,247.00		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
9/30/2016	09301675

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724909	Net 60	SAG	9/30/2016		

Quantity	Item Code	Description	Price Each	Amount
400	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)	6.74	2,696.00

We Always Appreciate Your Business	<b>Total</b>	\$2,696.00

# Invoice

Date	Invoice #
9/30/2016	09301676

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724397	Net 60	SAG	9/30/2016		
Quantity	Item Code	Description			Price Each	Amount
276	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)			12.47	3,441.72
We Always Appreciate Your Business				<b>Total</b> \$3,441.72		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
9/30/2016	09301677

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723288	Net 60	SAG	9/30/2016		

Quantity	Item Code	Description	Price Each	Amount
5,472	120-1783	DE APPLE LIGHTNING CABLE BOTTLE OPENER	7.85	42,955.20

We Always Appreciate Your Business	<b>Total</b>	\$42,955.20
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NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
9/30/2016	09301678

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723289	Net 60	SAG	9/30/2016		
Quantity	Item Code	Description	Price Each	Amount		
5,472	260-4626	DE MICRO CABLE BOTTLE OPENER	5.85	32,011.20		
We Always Appreciate Your Business					<b>Total</b>	\$32,011.20

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

# Invoice

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

Date	Invoice #
9/30/2016	09301680

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724403	Net 60	SAG	9/30/2016		
Quantity	Item Code	Description			Price Each	Amount
400	270-0242	Digital Energy 4 Port USB Car Charger			8.35	3,340.00
We Always Appreciate Your Business				Total \$3,340.00		



NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
9/30/2016	09301682

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724397	Net 60	SAG	9/30/2016		

Quantity	Item Code	Description	Price Each	Amount
174	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)	12.47	2,169.78

We Always Appreciate Your Business	<b>Total</b>	\$2,169.78



\$23,775.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

# Invoice

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

Date	Invoice #
10/5/2016	10051664

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723286	Net 60	SAG	10/5/2016		53,550.00

Quantity	Item Code	Description	Price Each	Amount
3,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 50% final payment	8.925	26,775.00

We Always Appreciate Your Business	<b>Total</b>	\$26,775.00

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/5/2016	10051665

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723332	Net 60	SAG	10/5/2016		53,550.00
Quantity	Item Code	Description			Price Each	Amount
3,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 50% Final payment			8.925	26,775.00
We Always Appreciate Your Business				Total \$26,775.00		

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/5/2016	10051666

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723335	Net 60	SAG	10/5/2016		226,079.10

Quantity	Item Code	Description	Price Each	Amount
40,014	600-1134	Mini RC Car (Digital Energy Brand) 50% Final Payment of 226,079.10	2.825	113,039.55

We Always Appreciate Your Business	<b>Total</b>	\$113,039.55

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/14/2016	10141654

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	722508	Net 60	SAG	10/14/2016		
Quantity	Item Code	Description			Price Each	Amount
4,640	610-0542	Radioshack Branded LED Flashlight in Shipper Display			1.86	8,630.40
We Always Appreciate Your Business				<b>Total</b>		
				\$8,630.40		

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141655

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725572	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
1,500	160-2973	Selfie Stick (Digital Energy Brand)	5.50	8,250.00

We Always Appreciate Your Business	<b>Total</b>	\$8,250.00

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141656

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725573	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
1,500	160-2973	Selfie Stick (Digital Energy Brand)	5.50	8,250.00

We Always Appreciate Your Business	<b>Total</b>	\$8,250.00



NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141657

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725569	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
400	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)	6.74	2,696.00

We Always Appreciate Your Business	<b>Total</b>	\$2,696.00
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NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141658

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725570	Net 60	SAG	10/14/2016		
Quantity	Item Code	Description			Price Each	Amount
250	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)			6.74	1,685.00
We Always Appreciate Your Business				<b>Total</b> \$1,685.00		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141659

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725549	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
800	230-1930	Samsung Galaxy S3 Battery & Charger Combo Pack (Digital Energy Brand)	17.15	13,720.00

We Always Appreciate Your Business	<b>Total</b>	\$13,720.00
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NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/14/2016	10141660

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725550	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
291	230-1930	Samsung Galaxy S3 Battery & Charger Combo Pack (Digital Energy Brand)	17.15	4,990.65

We Always Appreciate Your Business

**Total** \$4,990.65

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141661

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725550	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
29	230-1930	Samsung Galaxy S3 Battery & Charger Combo Pack (Digital Energy Brand)	17.15	497.35

We Always Appreciate Your Business	<b>Total</b>	\$497.35
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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
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## Invoice

Date	Invoice #
10/14/2016	10141662

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725550	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
350	160-3067	Digital Energy SD/Micro SD Card Reader	2.60	910.00

We Always Appreciate Your Business	<b>Total</b>	\$910.00
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NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/14/2016	10141663

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725560	Net 60	SAG	10/14/2016		

Quantity	Item Code	Description	Price Each	Amount
740	610-0525	Radioshack 6 outlet Surge Protector (2 pack)	5.55	4,107.00

We Always Appreciate Your Business	<b>Total</b>	\$4,107.00
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# Invoice

Date	Invoice #
10/14/2016	10141664

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725561	Net 60	SAG	10/14/2016		
Quantity	Item Code	Description			Price Each	Amount
320	610-0525	Radioshack 6 outlet Surge Protector (2 pack)			5.55	1,776.00
We Always Appreciate Your Business				<b>Total</b> \$1,776.00		

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/14/2016	10141665

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725562	Net 60	SAG	10/14/2016		
Quantity	Item Code	Description			Price Each	Amount
320	610-0525	Radioshack 6 outlet Surge Protector (2 pack)			5.55	1,776.00
We Always Appreciate Your Business				<b>Total</b>		
				\$1,776.00		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/21/2016	10211654

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724064	Net 60	SAG	10/21/2016		

Quantity	Item Code	Description	Price Each	Amount
49,500	600-1466	DE RC Ornament Car	5.45	269,775.00

We Always Appreciate Your Business	<b>Total</b>	\$269,775.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/28/2016	10281654

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	PRE- Pay	SAG	10/28/2016		158,500.00

Quantity	Item Code	Description	Price Each	Amount
10,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 15% payment of the FOB total - Due on Delivery	2.3775	23,775.00

We Always Appreciate Your Business	<b>Total</b>	\$23,775.00

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/28/2016	10281655

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG	10/28/2016		158,500.00

Quantity	Item Code	Description	Price Each	Amount
10,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 35% of FOB total	5.5475	55,475.00

We Always Appreciate Your Business	<b>Total</b>	\$55,475.00
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NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/28/2016	10281656

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 60	SAG	10/28/2016		158,500.00

Quantity	Item Code	Description	Price Each	Amount
10,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 50% of FOB amount	7.925	79,250.00

We Always Appreciate Your Business	<b>Total</b>	\$79,250.00
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NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

# Invoice

Date	Invoice #
10/28/2016	10281657

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Due on receipt	SAG	10/28/2016		178,500.00

Quantity	Item Code	Description	Price Each	Amount
10,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 15% of FOB total due upon delivery	2.6775	26,775.00 0.00

We Always Appreciate Your Business	<b>Total</b>	\$26,775.00



NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/28/2016	10281658

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG	10/28/2016		178,500.00

Quantity	Item Code	Description	Price Each	Amount
10,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 35% of FOB Total	6.2475	62,475.00

We Always Appreciate Your Business	<b>Total</b>	\$62,475.00

<b>Total</b>	<b>\$89,250.00</b>
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NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311636

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725563	Net 60	SAG	11/1/2016		
Quantity	Item Code	Description			Price Each	Amount
2,400	230-2486	RS Vtech 6010 2.4V 700mAh Nimh (Radioshack Branded)			1.59	3,816.00
We Always Appreciate Your Business				<b>Total</b> \$3,816.00		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311637

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725564	Net 60	SAG	11/1/2016		

Quantity	Item Code	Description	Price Each	Amount
600	230-2486	RS Vtech 6010 2.4V 700mAh Nimh (Radioshack Branded)	1.59	954.00

We Always Appreciate Your Business	<b>Total</b>	\$954.00
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NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311638

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725557	Net 60	SAG	11/1/2016		

Quantity	Item Code	Description	Price Each	Amount
350	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)	12.47	4,364.50

We Always Appreciate Your Business	<b>Total</b>	\$4,364.50
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NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/31/2016	10311639

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724063	Net 60	SAG	11/1/2016		
Quantity	Item Code	Description			Price Each	Amount
165	270-0307	Front and Back Seat Charger			11.75	1,938.75
We Always Appreciate Your Business				<b>Total</b> \$1,938.75		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311640

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725833	Net 60	SAG	11/1/2016		
Quantity	Item Code	Description			Price Each	Amount
400	270-0242	Digital Energy 4 Port USB Car Charger			8.35	3,340.00
We Always Appreciate Your Business				Total \$3,340.00		



NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311641

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725554	Net 60	SAG	11/1/2016		

Quantity	Item Code	Description	Price Each	Amount
1,320	230-2568	2.4V 700 MAH NIMH AAA CORDLESS PHONE BATTERY 2 Pack	4.60	6,072.00

We Always Appreciate Your Business	<b>Total</b>	\$6,072.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
10/31/2016	10311642

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725565	Net 60	SAG	11/1/2016		
Quantity	Item Code	Description			Price Each	Amount
480	230-2486	RS Vtech 6010 2.4V 700mAh Nimh (Radioshack Branded)			1.59	763.20
We Always Appreciate Your Business				Total \$763.20		

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INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311643

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725576	Net 60	SAG	11/1/2016		

Quantity	Item Code	Description	Price Each	Amount
200	230-2715	CL80100 Cordless Phone Battery (700 mAH NIMH 2 Pack)	3.80	760.00

We Always Appreciate Your Business	<b>Total</b>	\$760.00

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INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
10/31/2016	10311644

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725558	Net 60	SAG	11/1/2016		

Quantity	Item Code	Description	Price Each	Amount
250	230-2463	18650 CELLS 2 PACK with AC Charger (Digital Energy Brand)	12.47	3,117.50

We Always Appreciate Your Business	<b>Total</b>	\$3,117.50

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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## Invoice

Date	Invoice #
11/2/2016	11021636

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Due on receipt	SAG	11/2/2016		\$87,175.00

Quantity	Item Code	Description	Price Each	Amount
5,500	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 15% Pre - Paid of FOB total	2.3775	13,076.25

We Always Appreciate Your Business	<b>Total</b>	\$13,076.25

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/2/2016	11021637

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG	11/2/2016		\$87,175.00

Quantity	Item Code	Description	Price Each	Amount
5,500	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 35% Pre - Paid of FOB total	5.5475	30,511.25

We Always Appreciate Your Business	<b>Total</b>	\$30,511.25

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

Date	Invoice #
11/2/2016	11021638

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 60	SAG	11/2/2016		\$87,175.00
Quantity	Item Code	Description			Price Each	Amount
5,500	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 50% Pre - Paid of FOB total			7.925	43,587.50
We Always Appreciate Your Business				<b>Total</b> \$43,587.50		



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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/2/2016	11021639

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723331	Due on receipt	SAG	11/2/2016		\$47,550.00

Quantity	Item Code	Description	Price Each	Amount
3,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 15% Pre - Paid of FOB total	2.3775	7,132.50

We Always Appreciate Your Business	<b>Total</b>	\$7,132.50
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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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# Invoice

Date	Invoice #
11/2/2016	11021640

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723331	Net 30	SAG	11/2/2016		\$47,550.00

Quantity	Item Code	Description	Price Each	Amount
3,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 35% Pre - Paid of FOB total	5.5475	16,642.50

We Always Appreciate Your Business	<b>Total</b>	\$16,642.50

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DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
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# Invoice

Date	Invoice #
11/2/2016	11021642

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Due on receipt	SAG	11/2/2016		\$89,250

Quantity	Item Code	Description	Price Each	Amount
5,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 15% Pre - Paid of FOB total	2.6775	13,387.50

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<b>Total</b>	<b>\$13,387.50</b>
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DISTRIBUTION, INC  
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# Invoice

Date	Invoice #
11/2/2016	11021643

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Net 30	SAG	11/2/2016		\$89,250

Quantity	Item Code	Description	Price Each	Amount
5,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 35% Pre - Paid of FOB total	6.2475	31,237.50

We Always Appreciate Your Business	<b>Total</b>	\$31,237.50
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# Invoice

Date	Invoice #
11/2/2016	11021641

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
		Net 60	SAG	11/2/2016		\$47,550.00
Quantity	Item Code	Description			Price Each	Amount
3,000	400-0741	DIGITAL ENERGY DANCING WATER SPEAKERS 50% Pre - Paid of FOB total			7.925	23,775.00
We Always Appreciate Your Business				<b>Total</b> \$23,775.00		

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RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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# Invoice

Date	Invoice #
11/2/2016	11021644

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Net 60	SAG	11/2/2016		\$89,250

Quantity	Item Code	Description	Price Each	Amount
5,000	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 50% Pre - Paid of FOB total	8.925	44,625.00

We Always Appreciate Your Business	<b>Total</b>	\$44,625.00

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DISTRIBUTION, INC  
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# Invoice

Date	Invoice #
11/2/2016	11021645

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Due on receipt	SAG	11/2/2016		\$98,317.80

Quantity	Item Code	Description	Price Each	Amount
5,508	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 15% Pre - Paid of FOB total	2.6775	14,747.67

We Always Appreciate Your Business

**Total** \$14,747.67

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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 (718) 251-0096

# Invoice

Date	Invoice #
11/2/2016	11021646

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Net 30	SAG	11/2/2016		\$98,317.80

Quantity	Item Code	Description	Price Each	Amount
5,508	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 35% Pre - Paid of FOB total	6.2475	34,411.23

We Always Appreciate Your Business	<b>Total</b>	\$34,411.23
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INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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# Invoice

Date	Invoice #
11/2/2016	11021647

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Net 60	SAG	11/2/2016		\$98,317.80

Quantity	Item Code	Description	Price Each	Amount
5,508	400-0775	DIGITAL ENERGY BLUETOOTH DANCING WATER SPEAKERS 50% Pre - Paid of FOB total	17.85	98,317.80

We Always Appreciate Your Business	<b>Total</b>	\$98,317.80
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NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

**Invoice**

Date	Invoice #
11/6/2016	11061646

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725999	Net 60	SAG	11/6/2016		
Quantity	Item Code	Description			Price Each	Amount
520	610-0525	Radioshack 6 outlet Surge Protector (2 pack)			5.55	2,886.00
	Tracking #	ABF 380-098-691				
We Always Appreciate Your Business				<b>Total</b>		
				\$2,886.00		

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RECEIVED NYSCEF: 02/06/2017

NATIONAL

# Invoice

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

Date	Invoice #
11/6/2016	11061636

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725577	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
200	230-2715	CL80100 Cordless Phone Battery (700 mAH NIMH 2 Pack)	3.80	760.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$760.00
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NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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# Invoice

Date	Invoice #
11/6/2016	11061637

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726037	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
300	160-3111	DIGITAL ENERGY MINI TRIPOD W/ PHONE MOUNT	4.25	1,275.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$1,275.00

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# Invoice

Date	Invoice #
11/6/2016	11061638

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726085	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
576	230-0661	Energizer (AAA) E2 Lithium Battery 4 pack (039800017932)	7.90	4,550.40
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$4,550.40

NATIONAL

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## Invoice

Date	Invoice #
11/6/2016	11061639

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726086	Net 60	SAG	11/6/2016		
Quantity	Item Code	Description			Price Each	Amount
600	230-0662	Energizer (AA) Ultimate Lithium 8 pack(039800062888)			14.90	8,940.00
	Tracking #	ABF Pro# 218408716			0.00	0.00
We Always Appreciate Your Business				<b>Total</b> \$8,940.00		

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DISTRIBUTION, INC  
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# Invoice

Date	Invoice #
11/6/2016	11061640

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726087	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
1,000	230-0663	Energizer (AA) Ultimate Lithium 4 pack (039800079312)	7.90	7,900.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$7,900.00

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

# Invoice

Date	Invoice #
11/6/2016	11061641

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726090	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
3,168	230-2557	RS 357 WATCH BATTERY 5PK- Energizer replaces 2302235	5.98	18,944.64
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$18,944.64



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INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
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 (718) 251-0096

# Invoice

Date	Invoice #
11/6/2016	11061642

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726091	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
2,040	230-2561	2.4v 400mah NIMH Cordless phone battery DEBAT166342	2.80	5,712.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$5,712.00
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RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
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## Invoice

Date	Invoice #
11/6/2016	11061643

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725574	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
504	160-2973	Selfie Stick (Digital Energy Brand)	5.50	2,772.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$2,772.00

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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
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# Invoice

Date	Invoice #
11/6/2016	11061644

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726088	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
1,500	230-2187	Samsung Galaxy Tablet Charger	8.85	13,275.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$13,275.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/6/2016	11061645

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726035	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
400	230-2714	Vtech 6010 Battery (2.4V 700 mAh NIMH 2 pack)	3.80	1,520.00
	Tracking #	ABF Pro# 218408716	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$1,520.00

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726008	Net 60	SAG	11/6/2016		
Quantity	Item Code	Description	Price Each	Amount		
1,400	610-0524	Power Strip (2 pack with 6 outlets) - Radioshack Branded	5.46	7,644.00		
	Tracking #	ABF 161-648-033	0.00	0.00		
We Always Appreciate Your Business				Total	\$7,644.00	

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/6/2016	11061648

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725571	Net 60	SAG	11/6/2016		

Quantity	Item Code	Description	Price Each	Amount
250	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)	6.74	1,685.00
	Tracking #	ABF 161-648-033	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$1,685.00
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DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/8/2016	11081636

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723439	Net 60	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
186	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	3,184.32
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$3,184.32
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NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/8/2016	11081637

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723754	Net 60	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
500	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	8,560.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$8,560.00



NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/8/2016	11081638

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724059	Net 60	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
500	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	8,560.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$8,560.00

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

**Invoice**

Date	Invoice #
11/8/2016	11081639

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724392	Net 90	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
500	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	8,560.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business

**Total**

\$8,560.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/8/2016	11081640

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724180	Net 90	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
500	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	8,560.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$8,560.00

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/8/2016	11081641

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724907	Net 90	SAG	11/8/2016		
Quantity	Item Code	Description	Price Each	Amount		
314	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)	17.12	5,375.68		
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00		
We Always Appreciate Your Business				<b>Total</b>	\$5,375.68	

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
11/8/2016	11081642

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723755	Net 60	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
1,500	230-2428	Samsung Galaxy S5 Battery and Charger (Digital Energy Brand)	17.12	25,680.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business

**Total**

\$25,680.00

NYSCEF DOC. NO. 8

INDEX NO. 502997/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/8/2016	11081643

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724060	Net 60	SAG	11/8/2016		

Quantity	Item Code	Description	Price Each	Amount
1,000	230-2428	Samsung Galaxy S5 Battery and Charger (Digital Energy Brand)	17.12	17,120.00
	Tracking #	UPS#1ZA859R60459399589	0.00	0.00

We Always Appreciate Your Business	<b>Total</b>	\$17,120.00

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181636

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726036	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
192	273-1034	Illuminated Micro Cable (Green) Digital Energy Brand	7.00	1,344.00

We Always Appreciate Your Business	<b>Total</b>	\$1,344.00

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181637

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726001	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
384	273-1035	Illuminated Micro Cable (Blue) Digital Energy Brand	7.00	2,688.00

We Always Appreciate Your Business	<b>Total</b>	\$2,688.00



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INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181638

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726094	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
700	273-1092	US Type C & USB Type A Car Charger	7.76	5,432.00

We Always Appreciate Your Business	<b>Total</b>	\$5,432.00
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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181639

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726095	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
6,000	440-0554	MAXELL 90 MINUTE CASSETTE TAPE	1.45	8,700.00

We Always Appreciate Your Business	<b>Total</b>	\$8,700.00

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

**Invoice**

Date	Invoice #
11/18/2016	11181640

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727232	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description			Price Each	Amount
600	160-3111	DIGITAL ENERGY MINI TRIPOD W/ PHONE MOUNT			4.25	2,550.00
We Always Appreciate Your Business				<b>Total</b> \$2,550.00		

NYSCEF DOC. NO. 8

INDEX NO. 502397/2017  
 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181641

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727236	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
360	230-2561	2.4v 400mah NIMH Cordless phone battery DEBAT166342	2.80	1,008.00

We Always Appreciate Your Business	<b>Total</b>	\$1,008.00

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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181642

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725832	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
1,400	230-2723	Rayovac 2032 5 pack	2.60	3,640.00

We Always Appreciate Your Business	<b>Total</b>	\$3,640.00
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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11181643

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727037	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
300	270-0242	Digital Energy 4 Port USB Car Charger	8.35	2,505.00

We Always Appreciate Your Business	<b>Total</b>	\$2,505.00
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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181644

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726093	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
720	230-2680	DIGITAL ENERGY BAT 318 CORDLESS BATTERY	3.25	2,340.00

We Always Appreciate Your Business	<b>Total</b>	\$2,340.00

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RECEIVED NYSCEF: 02/06/2017

NATIONAL

# Invoice

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

Date	Invoice #
11/18/2016	11181645

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726000	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
840	230-2681	DIGITAL ENERGY 446 CORDLESS BATTERY	3.25	2,730.00

We Always Appreciate Your Business	<b>Total</b>	\$2,730.00
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NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11181646

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726028	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description	Price Each	Amount		
1,236	160-2973	Selfie Stick (Digital Energy Brand)	5.50	6,798.00		
We Always Appreciate Your Business				<b>Total</b>		
				\$6,798.00		

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181647

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727045	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description	Price Each	Amount		
280	610-0524	Power Strip (2 pack with 6 outlets) - Radioshack Branded	5.46	1,528.80		
We Always Appreciate Your Business				<b>Total</b>	\$1,528.80	

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181648

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726038	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
520	610-0542	Radioshack Branded LED Flashlight in Shipper Display	1.86	967.20

**We Always Appreciate Your Business**

<b>Total</b>	\$967.20
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RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11181649

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727226	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
280	610-0524	Power Strip (2 pack with 6 outlets) - Radioshack Branded	5.46	1,528.80

We Always Appreciate Your Business

**Total** \$1,528.80

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181650

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727043	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
420	160-2973	Selfie Stick (Digital Energy Brand)	5.50	2,310.00

We Always Appreciate Your Business	<b>Total</b>	\$2,310.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11181651

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727064	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
440	610-0542	Radioshack Branded LED Flashlight in Shipper Display	1.86	818.40

We Always Appreciate Your Business

**Total**

\$818.40

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11181652

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726026	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description	Price Each	Amount		
1,150	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)	6.74	7,751.00		
We Always Appreciate Your Business					<b>Total</b>	\$7,751.00

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

## Invoice

Date	Invoice #
11/18/2016	11251654

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723758	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description			Price Each	Amount
1,700	270-0307	Front and Back Seat Charger			11.75	19,975.00
We Always Appreciate Your Business				<b>Total</b> \$19,975.00		



NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11251655

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724395	Net 60	SAG	11/18/2016		
Quantity	Item Code	Description			Price Each	Amount
700	270-0307	Front and Back Seat Charger			11.75	8,225.00
We Always Appreciate Your Business				Total \$8,225.00		

NATIONAL

DISTRIBUTION, INC  
4809 Avenue N - Dock#331  
Brooklyn, NY 11234  
(718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11251656

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724063	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
535	270-0307	Front and Back Seat Charger	11.75	6,286.25

We Always Appreciate Your Business	<b>Total</b>	\$6,286.25

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181657

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727233	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
240	230-0661	Energizer (AAA) E2 Lithium Battery 4 pack (039800017932)	7.90	1,896.00

We Always Appreciate Your Business	<b>Total</b>	\$1,896.00

NATIONAL

DISTRIBUTION, INC  
 4809 Avenue N - Dock#331  
 Brooklyn, NY 11234  
 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181658

<b>Bill To</b>
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

<b>Ship To</b>
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727234	Net 60	SAG	11/18/2016		

Quantity	Item Code	Description	Price Each	Amount
240	230-0663	Energizer (AA) Ultimate Lithium 4 pack (039800079312)	7.90	1,896.00

We Always Appreciate Your Business	<b>Total</b>	\$1,896.00
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NYSCEF DOC. NO. 9

RECEIVED NYSCEF: 02/06/2017

# REQUEST FOR JUDICIAL

UCS-840 (7/2012)

Kings Supreme COURT, COUNTY OF Kings

Index 502397/2017 Date Index 02/06/2017

## CAPTION

Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

National Distribution Warehouse Inc.

Plaintiff(s)

## For Court Clerk Use Only:

IAS Entry Date

Judge Assigned

RJI Date

-against-

General Wireless Operations Inc.d/b/a RadioShack, Standard General L.P., Robert Lavan

Defendant(s)/Respondent

## NATURE OF ACTION OR

Check ONE box only and specify where

### MATRIMONIAL

☐ Contested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum. For Uncontested Matrimonial

### TORTS

☐ Asbestos

☐ Breast

☐ Environment

☐ Medical, Dental, or Podiatric

☐ Motor

☐ Products

☐ Other

☐ Other Professional

☐ Other

### COMMERCIAL

☐ Business Entity (including corporations, partnerships, LLCs, etc.)

☒ Contract

☐ Insurance (where insurer is a party, except

☐ UCC (including sales, negotiable instruments)

☐ Other

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(D)], complete and attach the COMMERCIAL DIV RJI

### REAL PROPERTY: How many properties does the application

☐ Condemnation

☐ Mortgage Foreclosure:

☐ Residential

☐ Commercial

Property

NOTE: For Mortgage Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJI

☐ Tax Certiorari -

Block

Lot

☐ Tax

☐ Other Real

### OTHER MATTERS

☐ Certificate of Incorporation/Dissolution [see NOTE under Commercial]

☐ Emergency Medical

☐ Habeas Corpus

☐ Local Court

☐ Mechanic's Lien

☐ Name Change

☐ Pistol Permit Revocation

☐ Sale or Finance of Religious/Not-for-Profit

☐ Other

### SPECIAL PROCEEDINGS

☐ CPLR Article 75 (Arbitration) [see NOTE under Commercial]

☐ CPLR Article 78 (Body or

☐ Election Law

☐ MHL Article 9.60 (Kendra's Law)

☐ MHL Article 10 (Sex Offender Confinement-Initial)

☐ MHL Article 10 (Sex Offender Confinement-Review)

☐ MHL Article 81

☐ Other Mental

☐ Other Special

## STATUS OF ACTION OR

Answer YES or NO for EVERY question AND enter additional information where

YES NO

Has a summons and complaint or summons w/notice

☒ ☐

If yes, date 02/06/2017

Has a summons and complaint or summons w/notice been

☐ ☒

If yes, date

Is this action/proceeding being filed post-

☐ ☒

If yes, judgment

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Check ONE box only AND enter additional information where indicated.

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☐ Infant's

☐ Note of Issue and/or Certificate of Readiness

☐ Notice of Medical, Dental, or Podiatric

Date Issue Joined:

☐ Notice of Motion

Relief Sought:

Return Date:

☐ Notice of Petition

Relief Sought:

Return Date:

☒ Order to Show Cause

Relief Sought: Injunction/Restraining Order

Return Date:

☐ Other Ex Parte Application

Relief Sought:

☐ Poor Person Application

☐ Request for Preliminary Conference

☐ Residential Mortgage Foreclosure Settlement

☐ Writ of Habeas Corpus

☐ Other

## RELATED

List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the RJI Addendum. If

Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant

## PARTIES

For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in space provided. If additional space is required, complete and attach the

Un-Rep	Parties:	Attorneys and/or Unrepresented Litigants:	Issue Joined (Y/N):	Insurance Carrier(s):
	List parties in caption order and indicate party role(s) (e.g., defendant; 3rd-party plaintiff).	Provide attorney name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case. For unrepresented litigants, provide address, phone number and e-mail address.		
<input type="checkbox"/>	Name: National Distribution Warehouse Inc. Role(s): Plaintiff/Petitioner	ALLEN SCHWARTZ, Law Offices of Allen Schwartz, Esq., 1724 Burnett Street , Brooklyn, NY 11229, 773-808-8972, as3607@gmail.com	NO	
<input checked="" type="checkbox"/>	Name: General Wireless Operations Inc.d/b/a RadioShack Role(s): Defendant/Respondent	300 RadioShack Circle , Fort Worth, TX 76102-1964	NO	
<input checked="" type="checkbox"/>	Name: Standard General L.P. Role(s): Defendant/Respondent	767 5th Ave, New York, NY 10153	NO	
<input checked="" type="checkbox"/>	Name: Lavan, Robert Role(s): Defendant/Respondent	231 West 148th Street, Unit 3M, New York, NY 10039	NO	
<input type="checkbox"/>	Name: Role(s):			

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated 02/06/2017

ALLEN SCHWARTZ

SIGNATURE

4751756

ATTORNEY REGISTRATION

ALLEN SCHWARTZ

PRINT OR TYPE NAME

At IAS Part 72 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the 7<sup>th</sup> day of February, 2017,

PRESENT: Hon. Reginald A. Boddie  
JSC

SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF KINGS

-----X  
 NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. 502397/2017

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a  
 RADIOSHACK, STANDARD GENERAL L.P., and  
 ROBERT LAVAN,

Defendants.  
 -----X

**EMERGENCY ORDER TO SHOW CAUSE**

Upon the annexed affirmation of Frank R. Seddio, Esq., dated February 6, 2017, and the exhibits annexed thereto, and the annexed affirmation of Seth Green dated February 6, 2017 and the exhibits annexed thereto, the summons and complaint in the above-captioned proceeding, and upon all prior pleadings and applications herein:

→ LET Defendants show cause before this Court, Room 561, at the Courthouse, located at 360 Adams Street, IAS Part 36 Brooklyn, New York on February 16, 2017 or as soon thereafter as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

*stay*  
ORDERED that, pending the hearing ~~and decision~~ of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

*SC*  
~~ORDERED that, Defendants shall serve their opposition to this application, if any, no later than 3 days prior to the return date, and it is further~~

*let*  
~~ORDERED that personal service or service by overnight courier on Defendants or Defendants' attorneys of a copy of this Order and the papers on which it was based by on or before~~ *February 9th* 2017, ~~shall~~ be deemed good and sufficient service thereof.

ENTER:

Hon:

*ROB*

J.S.C.

*Hon. Reginald A. Boddie*



At IAS Part 72 of the Supreme Court of  
the State of New York, held in and for the  
County of Kings, at the Courthouse located  
at 360 Adams Street, Brooklyn, New York  
on the 7<sup>th</sup> day of February, 2017,

PRESENT: Hon. Reginald A. Boddie  
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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
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Plaintiff,

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upon all prior pleadings and applications herein:

→ LET Defendants show cause before this Court, Room 561, at the Courthouse, located  
at 360 Adams Street, IAS Part 36 Brooklyn, New York on February 16, 2017 or as soon thereafter  
as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301,  
pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

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successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

*tail*  
*SC* ORDERED that, pending the hearing ~~and decision~~ of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

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*hel*  
~~ORDERED that personal service or service by overnight courier on Defendants or Defendants' attorneys of a copy of this Order and the papers on which it was based by on or before February 9<sup>th</sup> 2017, shall be deemed good and sufficient service thereof.~~

ENTER:

Hon:

*ROB*

J.S.C.

*Hon. Reginald A. Boddie*